

**CERTIFICATE OF TRUST
THE WILLIE L. GARDNER AND MARY L. GARDNER
REVOCABLE LIVING TRUST AGREEMENT**

The undersigned hereby certify that they created a Revocable Living Trust. This Trust is known as: **THE WILLIE L. GARDNER AND MARY L. GARDNER REVOCABLE LIVING TRUST**, dated the 16 day of December, 1999. WILLIE L. GARDNER and MARY L. GARDNER, Settlor and Trustees, reside at 5370 Sollie Cove, the City of Horn Lake, State of Mississippi, the County of DeSoto.

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

Description of Trust, in accordance with amended: Section 91-9-1, et seq, Mississippi Code of 1972 as amended

The parties hereto desire to confirm the establishment of a Revocable Trust on this date, for the benefit of the Settlor (as husband and wife) and containing herein the following provisions:

1. The Settlor are designated as the Trustees to serve until both of their deaths, resignations or incompetence.
2. Upon the end of the terms of the original Trustees, **WILLIE TERRY GARDNER, and ROBERT JOEL GARDNER**, are designated as Joint Successor Trustees.
3. Upon the death of either Settlor, the surviving spouse retains the unlimited right to the Trust. She or he also retains a general power of appointment which can be exercised by will or by lifetime transfer over the Trust property.
4. Any Trustee/Settlor has the power and authority to manage and control, buy, sell, and transfer the trust property, in such manner as the Trustee may deem advisable, and shall have, enjoy and exercise all powers and rights over and concerning said property and the proceeds thereof as fully and amply as though said Trustee were the absolute and qualified owner of same, including the power to grant, bargain, sell and convey, encumber and hypothecate, real and personal property, and the power to invest in corporate obligations of every kind, stocks, preferred or common, and to buy stocks, bonds and similar investments on margin or other leveraged accounts, except to the extent that such management would cause includability of an irrevocable trust in the Estate of a Trustee.
5. Following the death of both husband and wife, the Trust continues or is distributed in whole or in part for the benefit of the following income and principal Beneficiaries according to the terms of the Trust: **SHARON J. NEWELL, JULIA FELICA ELLIS, ROBERT JOEL GARDNER, WILLIE TERRY GARDNER, and LECY R. GARDNER.**

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STATE MS.-DE SOTO CO.
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DEC 17 9 44 AM '99

BK. 83 PG 470
W.E. DAVIS, CLK.

6. While both Settlers are living and competent, except when there shall be a Corporate Trustee, either Trustee may add money to or withdraw money from any bank or savings and loan or checking account owned by the Trust without the approval of the other Trustee or other Trustor, provided, however, that the ownership of funds received and deposited, whether community property or non-community property shall remain the same and the Trustor removing or adding funds shall gain no additional ownership interest therein than was present prior to the withdrawal from or addition to the Trust Account.

7. All property transferred into the Trust which had an original source as community property shall remain community property unless other provisions shall have been made therefor.

8. All separate property transferred into the Trust remains separate property unless other provisions have been made therefore.

9. Unless otherwise indicated to a prospective transferee, the Trustee has full power to transfer assets held in the name of the Trust and subsequent transferees are entitled to rely upon such transfers provided the chain of title is not otherwise deficient.

10. The Trust Agreement also states that any bank, corporation, brokerage firm or other entity or any individual may conclusively presume that the Trustee has full power and authority and such person or institution shall be held harmless and shall incur no liability by reason of so presuming.

11. The following described immovable property is subject to this trust. Upon the death of the surviving trustor, the situs of the trust may be changed by a majority of the income beneficiaries designated in the trust:

1. Land and improvements on property located at 5370 Sollie Cove, Horn Lake, DeSoto County, Mississippi.
2. Lot on Highway 51 South and Oak Leigh , Horn Lake, DeSoto County, Mississippi.
3. 34 acres more or less located on County Road, Rogers Spring, Bolivier County, Tennessee.

12. The use of this Certificate of Trust is for convenience only and the Trust is solely controlled as to provisions and interpretations, and any conflict between this abstract and the Trust shall be decided in favor of the Trust.

IN WITNESS WHEREOF, the parties have hereto executed this Certificate of Trust
this date.

WITNESSES:

[Signature]

Barbara Anthony

WITNESSES:

[Signature]

Barbara Anthony

SETTLORS/TRUSTEES:

[Signature]
WILLIE L. GARDNER

[Signature]
MARY L. GARDNER

STATE OF MISSISSIPPI

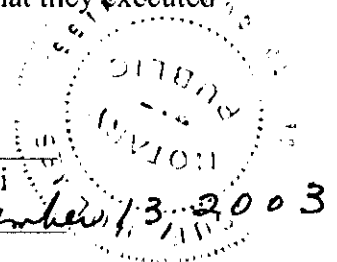
COUNTY OF DeSOTO

On this the 16 day of December, 1999, before me, a Notary Public, personally
appeared **WILLIE L. GARDNER AND MARY L. GARDNER**, personally known to me to be
the persons whose name are subscribed to this instrument, and acknowledged that they executed
it for the purposes herein expressed.

[Signature]

Notary Public, State of Mississippi

My Commission Expires: November 13, 2003



After recording return to:

FILING INSTRUCTIONS:
MISCELLANEOUS INDEX

Mr. & Mrs. Willie L. Gardner
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